

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: David Royden Evans

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 170 North Hollywood F3
Memphis, TN 38112 (2)

PLAN PAYMENT:

Debtor(1) shall pay \$ 617.00 (☐ weekly, ☐ every two weeks, ☒ semi-monthly, or ☐ monthly, by:
☒ PAYROLL DEDUCTION From: All About Bikes, LLC OR () DIRECT PAY
4904 Poplar Avenue
Memphis, TN 38117

Debtor(2) shall pay \$ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION From: OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] ☒ YES ☐ NO
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment:

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins \$
Approximate arrearage:

5. PRIORITY CLAIMS:

-NONE- Amount \$

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins \$
Approximate arrearage: Interest \$

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
Toyota Financial Services (2023 Toyota Tacoma)	44,912.00	7.00%	\$951.00

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
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[Retain lien 11 U.S.C. §1325 (a)]

-NONE-

Value of Collateral:

Rate of Interest

Monthly Plan Payment:

\$

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**-NONE-**

Collateral:

10. SPECIAL CLASS UNSECURED CLAIMS:**-NONE-**

Amount:

Rate of Interest

Monthly Plan Payment:

\$

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**None**☐

Not provided for

OR☐

General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**-NONE-****13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$16,530.00****15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**☐

%, OR,

☒**THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:****None**☐

Assumes

OR☐

Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

Absent the original contract as proof, all collateralized claims for the purpose of provisions 7 & 8, are presumed to have exceeded the time limits set forth in 11 U.S.C. 1325(a)(9) hanging paragraph will be treated as a value claim

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

*ADEQUATE PROTECTION PAYMENT WILL BE 1/4 (25%) OF PROPOSED CREDITOR MONTHLY PAYMENT.

/s/ Darrell L. Castle

Darrell L. Castle

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date **February 4, 2025**